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|--|--|---|------------------|---|---|---|---|--|--|------------|--|
| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30 | | | | 1. REQUISITION NUMBER | | PAGE 1 OF 48 | | | | | |
| 2. CONTRACT NO. HQ0034-06-C-1014 | | 3. AWARD/EFFECTIVE DATE 05-Apr-2006 | | 4. ORDER NUMBER | | 5. SOLICITATION NUMBER HQ0034-06-R-1005 | | | | | |
| 7. FOR SOLICITATION INFORMATION CALL: | | a. NAME DONNA R. TRUESDEL | | | b. TELEPHONE NUMBER (No Collect Calls) 703-696-4093 | | 6. SOLICITATION ISSUE DATE 21-Dec-2005 | | | | |
| 9. ISSUED BY WHS, ACQUISITION & PROCUREMENT OFFICE 1155 DEFENSE PENTAGON RPN SUITE 12063 WASHINGTON DC 20301-1155 TEL: FAX: | | CODE HQ0034 | | 10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 561612 SIZE STANDARD: \$10M | | 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/> 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP | | 12. DISCOUNT TERMS Net 30 Days | | | |
| 15. DELIVER TO SEE SCHEDULE | | | | 16. ADMINISTERED BY SEE ITEM 9 | | | | | | | |
| 17a. CONTRACTOR/OFFEROR ARES GROUP INC 8625C ENGLSIDE OFFICE ALEXANDRIA VA 22309 TEL. 703-704-5351 | | CODE 1TF82 FACILITY CODE 1TF82 | | 18a. PAYMENT WILL BE MADE BY DFAS-CO SOUTH ENTITLEMENT OPERATIONS P.O. BOX 182264 COLUMBUS OH 43218-2264 | | | | | | | |
| <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER | | | | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM | | | | | | | |
| 19. ITEM NO. | | 20. SCHEDULE OF SUPPLIES/ SERVICES | | 21. QUANTITY | | 22. UNIT | | 23. UNIT PRICE | | 24. AMOUNT | |
| | | SEE SCHEDULE | | | | | | | | | |
| 25. ACCOUNTING AND APPROPRIATION DATA See Schedule | | | | | | | | 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$3,174,468.08 | | | |
| <input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | | | | | | | | | | | |
| <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | | | | | | | | | | | |
| 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. | | | | | | 29. AWARD OF CONTRACT: REFERENCE <input checked="" type="checkbox"/> OFFER DATED <u>22-Mar-2006</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE | | | | | |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR | | | | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Donna R. Truesdel</i> | | | | 31c. DATE SIGNED 07-Apr-2006 | | | |
| 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) | | | 30c. DATE SIGNED | | 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) DONNA R. TRUESDEL / CONTRACTING OFFICER/SPECIALIST TEL: 703-696-4093 EMAIL: donna.truesdel@whs.mil | | | | | | |

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|---|------------------------------------|------------------------|---------------------------------|--|-----------------------------|------------------|------------|-----------------------|
| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED) | | | | | PAGE 2 OF 48 | | | |
| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/ SERVICES | | | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT | |
| | SEE SCHEDULE | | | | | | | |
| 32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____ | | | | | | | | |
| 32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | | 32c. DATE | 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | | | |
| 32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | | | 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | | | |
| | | | | 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | | | |
| 33. SHIP NUMBER | | 34. VOUCHER NUMBER | 35. AMOUNT VERIFIED CORRECT FOR | 36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | | 37. CHECK NUMBER | | |
| <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | | | | | | | | |
| 38. S/R ACCOUNT NUMBER | | 39. S/R VOUCHER NUMBER | 40. PAID BY | | | | | |
| 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT | | | 42a. RECEIVED BY (Print) | | | | | |
| 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER | | | 41c. DATE | | 42b. RECEIVED AT (Location) | | | |
| | | | | | 42c. DATE REC'D (YY/MM/DD) | | | 42d. TOTAL CONTAINERS |
| | | | | | | | | |

Section SF 1449 - CONTINUATION SHEET

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|--------|------------|--------|
| 0004 | Location 4 - Alexandria FFP Provide services in accordance with the Performance Work Statement and Attachment A, Post Exhibits for Alexandria Area - Location 4 for the Base Period from 1 May through 30 Nov 2006. | | Months | | |
| NET AMT | | | | | \$0.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|--------|------------|--------------|
| 0004AA | Building 1 - DTRA FFP Provide services in accordance with the Performance Work Statement and Attachment A, Post Exhibits for Building 1 - DTRA for the Base Period from 1 May through 30 Nov 2006. | (b)(4) | Months | (b)(4) | \$767,132.38 |
| NET AMT | | | | | \$767,132.38 |
| ACRN AA | | | | | \$767,132.38 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|--------|------------|--------------|
| 0004AB | Building 2 - Metro Park III FFP Provide services in accordance with the Performance Work Statement and Attachment A, Post Exhibits for Building 2 - Metro Park III for the Base Period from 1 May through 30 Nov 2006. | (b)(4) | Months | (b)(4) | \$551,368.02 |
| | | | | | <hr/> |
| NET AMT | | | | | \$551,368.02 |
| ACRN AB | | | | | \$551,368.02 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|--------|------------|--------------|
| 0004AC | Building 3 - Hoffman 1 FFP Provide services in accordance with the Performance Work Statement and Attachment A, Post Exhibits for Building 3 - Hoffman 1 for the Base Period from 1 May through 30 Nov 2006. | (b)(4) | Months | (b)(4) | \$497,254.52 |
| | | | | | <hr/> |
| NET AMT | | | | | \$497,254.52 |
| ACRN AC | | | | | \$497,254.52 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|------------|--------|------------|--------------|
| 0004AD | Building 4 - Hoffman 2 FFP Provide services in accordance with the Performance Work Statement and Attachment A, Post Exhibits for Building 4 - Hoffman 2 for the Base Period from 1 May through 30 Nov 2006. | (b) (4) | Months | (b)(4) | \$760,256.98 |

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| NET AMT | \$760,256.98 |
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|---------|--------------|
| ACRN AC | \$760,256.98 |
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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|------------|--------|------------|--------------|
| 0004AE | Building 5 - Summit FFP Provide services in accordance with the Performance Work Statement and Attachment A, Post Exhibits for Building 5 - Summit for the Base Period from 1 May through 30 Nov 2006. | (b) (4) | Months | (b)(4) | \$185,368.54 |

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| NET AMT | \$185,368.54 |
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| ACRN AE | \$185,368.54 |
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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|--------|------------|--------------|
| 0004AF | | (b) | Months | (b)(4) | \$413,087.64 |

Location 4 - Alexandria
FFP

Provide services in accordance with the Performance Work Statement and Attachment A, Post Exhibits for Building 6 - Park Center IV for the Base Period from 1 May through 30 Nov 2006.

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| NET AMT | \$413,087.64 |
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| ACRN AD | \$413,087.64 |
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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|-------|------------|--------|
| 0006 | | | Hours | | |

Additional CSO Support Base Period
FFP

This CLIN is for surge response support in the event of heightened security level conditions and/or additional security officer support for special events. Funding will be added at the SubCLIN level at the time additional support is needed.

Supervisory Hourly Rate: (b)(4)

Non-supervisory Hourly Rate: (b)(4)

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| NET AMT | \$0.00 |
|---------|--------|

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|-------|------------|--------|
| 000601 | | | Hours | | |

Placeholder
FFP

| | |
|---------|--------|
| NET AMT | \$0.00 |
|---------|--------|

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--------------------|----------|-------|------------|--------|
| 000602 | Placeholder FFP | | Hours | | |
| | | | | | |
| NET AMT | | | | | \$0.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|--|----------|--------|------------|--------|
| 0010 OPTION | Location 4 - Alexandria Area Facilities FFP Provide services in accordance with the Performance Work Statement and Attachment A, Post Exhibits for Location 4 - Alexandria for the 1st Option Period from 1Dec 2006 through 30 Nov 2007. | | Months | | |
| | | | | | |
| NET AMT | | | | | \$0.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|------------------|--|----------|--------|------------|----------------|
| 0010AA OPTION | Defense Threat Reduction Agency FFP | (b)(4) | Months | (b)(4) | \$1,287,985.56 |
| | | | | | |
| NET AMT | | | | | \$1,287,985.56 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|------------------|-----------------------|------------|--------|------------|--------------|
| 0010AB OPTION | Metro Park III FFP | (b) (4) | Months | (b)(4) | \$925,049.88 |

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| NET AMT | \$925,049.88 |
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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|------------------|-------------------|----------|--------|------------|--------------|
| 0010AC OPTION | Hoffman 1 FFP | (b)(4) | Months | (b)(4) | \$811,259.76 |

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| NET AMT | \$811,259.76 |
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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|------------------|-------------------|----------|--------|------------|----------------|
| 0010AD OPTION | Hoffman 2 FFP | (b)(4) | Months | (b)(4) | \$1,221,421.80 |

| | |
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| NET AMT | \$1,221,421.80 |
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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|------------------------|----------|--------|------------|--------------|
| 0010AE | | (b)(4) | Months | (b)(4) | \$281,830.20 |
| OPTION | Summit Building FFP | | | | |

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| NET AMT | \$281,830.20 |
|---------|--------------|

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-----------------------|----------|--------|------------|--------------|
| 0010AF | | (b)(4) | Months | (b)(4) | \$656,998.20 |
| OPTION | Park Center IV FFP | | | | |

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| NET AMT | \$656,998.20 |
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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|-------|------------|--------|
| 0012 | | | Hours | | |
| OPTION | Additional CSO Support Opt 1 FFP This CLIN is for surge response support in the event of heightened security level conditions and/or additional security officer support for special events. Funding will be added at the SubCLIN level at the time additional support is needed. Supervisory Hourly Rate: \$37.63 Non-supervisory Hourly Rate: \$30.10 | | | | |

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| NET AMT | \$0.00 |
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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|------------------|--------------------|----------|-------|------------|--------|
| 001201 OPTION | Placeholder FFP | | Hours | | |
| | | | | | <hr/> |
| NET AMT | | | | | \$0.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|------------------|--------------------|----------|-------|------------|--------|
| 001202 OPTION | Placeholder FFP | | Hours | | |
| | | | | | <hr/> |
| NET AMT | | | | | \$0.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|---|----------|--------|------------|--------|
| 0016 OPTION | Location 4 - Alexandria Area Facilities FFP Provide services in accordance with the Performance Work Statement and Attachment A, Post Exhibits for Location 4 - Alexandria for the 2nd Option Period from 1 Dec 2007 through 30 Nov 2008. | | Months | | |
| | | | | | <hr/> |
| NET AMT | | | | | \$0.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|--------|------------|----------------|
| 0016AA | | (b)(4) | Months | (b)(4) | \$1,283,572.32 |
| OPTION | Defense Threat Reduction Agency FFP | | | | |

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| NET AMT | \$1,283,572.32 |
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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-----------------------|----------|--------|------------|--------------|
| 0016AB | | (b)(4) | Months | (b)(4) | \$926,996.16 |
| OPTION | Metro Park III FFP | | | | |

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| NET AMT | \$926,996.16 |
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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|--------|------------|--------------|
| 0016AC | | (b)(4) | Months | (b)(4) | \$811,139.76 |
| OPTION | Hoffman 1 FFP | | | | |

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| NET AMT | \$811,139.76 |
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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|------------------|-------------------|----------|--------|------------|----------------|
| 0016AD OPTION | Hoffman 2 FFP | (b)(4) | Months | (b)(4) | \$1,218,124.08 |

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| NET AMT | \$1,218,124.08 |
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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|------------------|------------------------|----------|--------|------------|--------------|
| 0016AE OPTION | Summit Building FFP | (b)(4) | Months | (b)(4) | \$285,465.00 |

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| NET AMT | \$285,465.00 |
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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|------------------|-----------------------|----------|--------|------------|--------------|
| 0016AF OPTION | Park Center IV FFP | (b)(4) | Months | (b)(4) | \$657,830.64 |

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| NET AMT | \$657,830.64 |
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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|-------|------------|--------|
| 0018 | Additional CSO Support Option 2 | | Hours | | |
| OPTION | FFP | | | | |
| | This CLIN is for surge response support in the event of heightened security level conditions and/or additional security officer support for special events. Funding will be added at the SubCLIN level at the time additional support is needed. | | | | |
| | Supervisory Hourly Rate: (b)(4) | | | | |
| | Non-supervisory Hourly Rate: (b)(4) | | | | |

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| NET AMT | \$0.00 |
|---------|--------|

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|-------|------------|--------|
| 001801 | Placeholder | | Hours | | |
| OPTION | FFP | | | | |

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| NET AMT | \$0.00 |
|---------|--------|

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|-------|------------|--------|
| 001802 | Placeholder | | Hours | | |
| OPTION | FFP | | | | |

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| NET AMT | \$0.00 |
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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|--------|------------|--------|
| 0022 | | | Months | | |
| OPTION | Location 4 (Award Term 1) FFP Provide services in accordance with the Performance Work Statement and Attachment A, Post Exhibits for Location 4 - Alexandria for the 1st Award Term Period from 1 Dec 2008 through 30 Nov 2009. | | | | |

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| NET AMT | \$0.00 |
|---------|--------|

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|--------|------------|----------------|
| 0022AA | | (b)(4) | Months | (b)(4) | \$1,287,637.44 |
| OPTION | Defense Threat Reduction Agency FFP | | | | |

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| NET AMT | \$1,287,637.44 |
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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-----------------------|----------|--------|------------|--------------|
| 0022AB | | (b)(4) | Months | (b)(4) | \$932,580.60 |
| OPTION | Metro Park III FFP | | | | |

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| NET AMT | \$932,580.60 |
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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|------------------|-------------------|----------|--------|------------|--------------|
| 0022AC OPTION | Hoffman 1 FFP | (b)(4) | Months | (b)(4) | \$813,447.36 |

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| NET AMT | \$813,447.36 |
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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|------------------|-------------------|----------|--------|------------|----------------|
| 0022AD OPTION | Hoffman 2 FFP | (b)(4) | Months | (b)(4) | \$1,224,551.04 |

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| NET AMT | \$1,224,551.04 |
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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|------------------|-----------------------|----------|--------|------------|--------------|
| 0022AF OPTION | Park Center IV FFP | (b)(4) | Months | (b)(4) | \$663,084.72 |

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| NET AMT | \$663,084.72 |
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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|-------|------------|--------|
| 0024 | | | Hours | | |
| OPTION | Additional CSO Support Awd Term 1 FFP This CLIN is for surge response support in the event of heightened security level conditions and/or additional security officer support for special events. Funding will be added at the SubCLIN level at the time additional support is needed. Supervisory Hourly Rate: (b)(4) Non-supervisory Hourly Rate: (b)(4) | | | | |

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| NET AMT | \$0.00 |
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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--------------------|----------|-------|------------|--------|
| 002401 | | | Hours | | |
| OPTION | Placeholder FFP | | | | |

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| NET AMT | \$0.00 |
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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--------------------|----------|-------|------------|--------|
| 002402 | | | Hours | | |
| OPTION | Placeholder FFP | | | | |

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| NET AMT | \$0.00 |
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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|--|----------|--------|------------|--------|
| 0028 OPTION | Location 4 (Award Term 2) FFP Provide services in accordance with the Performance Work Statement and Attachment A, Post Exhibits for Location 4 - Alexandria for the 2nd Award Term Period | | Months | | |

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| NET AMT | \$0.00 |
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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|------------------|--|----------|--------|------------|----------------|
| 0028AA OPTION | Defense Threat Reduction Agency FFP | (b)(4) | Months | (b)(4) | \$1,284,216.72 |

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| NET AMT | \$1,284,216.72 |
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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|------------------|-----------------------|----------|--------|------------|--------------|
| 0028AB OPTION | Metro Park III FFP | (b)(4) | Months | (b)(4) | \$929,220.36 |

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| NET AMT | \$929,220.36 |
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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|------------------|-------------------|----------|--------|------------|--------------|
| 0028AC OPTION | Hoffman 1 FFP | (b)(4) | Months | (b)(4) | \$813,406.32 |

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| NET AMT | \$813,406.32 |
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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|------------------|-------------------|----------|--------|------------|----------------|
| 0028AD OPTION | Hoffman 2 FFP | (b)(4) | Months | (b)(4) | \$1,220,992.80 |

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| NET AMT | \$1,220,992.80 |
|---------|----------------|

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|------------------|------------------------|----------|--------|------------|--------------|
| 0028AE OPTION | Summit Building FFP | (b)(4) | Months | (b)(4) | \$286,386.84 |

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| NET AMT | \$286,386.84 |
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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-----------------------|----------|--------|------------|--------------|
| 0028AF | | (b)(4) | Months | (b)(4) | \$659,131.08 |
| OPTION | Park Center IV FFP | | | | |

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| NET AMT | \$659,131.08 |
|---------|--------------|

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|-------|------------|--------|
| 0030 | | | Hours | | |
| OPTION | Additional CSO Support Award Term 2 FFP This CLIN is for surge response support in the event of heightened security level conditions and/or additional security officer support for special events. Funding will be added at the SubCLIN level at the time additional support is needed. Supervisory Hourly Rate: (b)(4) Non-supervisory Hourly Rate: (b)(4) | | | | |

| | |
|---------|--------|
| NET AMT | \$0.00 |
|---------|--------|

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--------------------|----------|-------|------------|--------|
| 003001 | | | Hours | | |
| OPTION | Placeholder FFP | | | | |

| | |
|---------|--------|
| NET AMT | \$0.00 |
|---------|--------|

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--------------------|----------|-------|------------|--------|
| 003002 | | | Hours | | |
| OPTION | Placeholder FFP | | | | |
| NET AMT | | | | | \$0.00 |

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

| CLIN | INSPECT AT | INSPECT BY | ACCEPT AT | ACCEPT BY |
|--------|------------|------------|-----------|------------|
| 0004 | N/A | N/A | N/A | Government |
| 0004AA | N/A | N/A | N/A | Government |
| 0004AB | N/A | N/A | N/A | Government |
| 0004AC | N/A | N/A | N/A | Government |
| 0004AD | N/A | N/A | N/A | Government |
| 0004AE | N/A | N/A | N/A | Government |
| 0004AF | N/A | N/A | N/A | Government |
| 0006 | N/A | N/A | N/A | Government |
| 000601 | N/A | N/A | N/A | Government |
| 000602 | N/A | N/A | N/A | Government |
| 0010 | N/A | N/A | N/A | Government |
| 0010AA | N/A | N/A | N/A | Government |
| 0010AB | N/A | N/A | N/A | Government |
| 0010AC | N/A | N/A | N/A | Government |
| 0010AD | N/A | N/A | N/A | Government |
| 0010AE | N/A | N/A | N/A | Government |
| 0010AF | N/A | N/A | N/A | Government |
| 0012 | N/A | N/A | N/A | Government |
| 001201 | N/A | N/A | N/A | Government |
| 001202 | N/A | N/A | N/A | Government |
| 0016 | N/A | N/A | N/A | Government |
| 0016AA | N/A | N/A | N/A | Government |
| 0016AB | N/A | N/A | N/A | Government |
| 0016AC | N/A | N/A | N/A | Government |
| 0016AD | N/A | N/A | N/A | Government |
| 0016AE | N/A | N/A | N/A | Government |
| 0016AF | N/A | N/A | N/A | Government |
| 0018 | N/A | N/A | N/A | Government |
| 001801 | N/A | N/A | N/A | Government |
| 001802 | N/A | N/A | N/A | Government |
| 0022 | N/A | N/A | N/A | Government |

| | | | | |
|--------|-----|-----|-----|------------|
| 0022AA | N/A | N/A | N/A | Government |
| 0022AB | N/A | N/A | N/A | Government |
| 0022AC | N/A | N/A | N/A | Government |
| 0022AD | N/A | N/A | N/A | Government |
| 0022AE | N/A | N/A | N/A | Government |
| 0022AF | N/A | N/A | N/A | Government |
| 0024 | N/A | N/A | N/A | Government |
| 002401 | N/A | N/A | N/A | Government |
| 002402 | N/A | N/A | N/A | Government |
| 0028 | N/A | N/A | N/A | Government |
| 0028AA | N/A | N/A | N/A | Government |
| 0028AB | N/A | N/A | N/A | Government |
| 0028AC | N/A | N/A | N/A | Government |
| 0028AD | N/A | N/A | N/A | Government |
| 0028AE | N/A | N/A | N/A | Government |
| 0028AF | N/A | N/A | N/A | Government |
| 0030 | N/A | N/A | N/A | Government |
| 003001 | N/A | N/A | N/A | Government |
| 003002 | N/A | N/A | N/A | Government |

DELIVERY INFORMATION

| CLIN | DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | UIC |
|--------|-----------------------------------|----------|-------------------------|-----|
| 0004 | POP 01-MAY-2006 TO 30-NOV-2006 | N/A | N/A FOB: Destination | |
| 0004AA | POP 01-MAY-2006 TO 30-NOV-2006 | N/A | N/A FOB: Destination | |
| 0004AB | POP 01-MAY-2006 TO 30-NOV-2006 | N/A | N/A FOB: Destination | |
| 0004AC | POP 01-MAY-2006 TO 30-NOV-2006 | N/A | N/A FOB: Destination | |
| 0004AD | POP 01-MAY-2006 TO 30-NOV-2006 | N/A | N/A FOB: Destination | |
| 0004AE | POP 01-MAY-2006 TO 30-NOV-2006 | N/A | N/A FOB: Destination | |
| 0004AF | POP 01-MAY-2006 TO 30-NOV-2006 | N/A | N/A FOB: Destination | |
| 0006 | POP 01-MAY-2006 TO 30-NOV-2006 | N/A | N/A FOB: Destination | |

| | | | |
|--------|-----------------------------------|-----|-------------------------|
| 000601 | POP 01-MAY-2006 TO 30-NOV-2006 | N/A | N/A FOB: Destination |
| 000602 | POP 01-MAY-2006 TO 30-NOV-2006 | N/A | N/A FOB: Destination |
| 0010 | POP 01-DEC-2006 TO 30-NOV-2007 | N/A | N/A FOB: Destination |
| 0010AA | POP 01-DEC-2006 TO 30-NOV-2007 | N/A | N/A FOB: Destination |
| 0010AB | POP 01-DEC-2006 TO 30-NOV-2007 | N/A | N/A FOB: Destination |
| 0010AC | POP 01-DEC-2006 TO 30-NOV-2007 | N/A | N/A FOB: Destination |
| 0010AD | POP 01-DEC-2006 TO 30-NOV-2007 | N/A | N/A FOB: Destination |
| 0010AE | POP 01-DEC-2006 TO 30-NOV-2007 | N/A | N/A FOB: Destination |
| 0010AF | POP 01-DEC-2006 TO 30-NOV-2007 | N/A | N/A FOB: Destination |
| 0012 | POP 01-DEC-2006 TO 30-NOV-2007 | N/A | N/A FOB: Destination |
| 001201 | POP 01-DEC-2006 TO 30-NOV-2007 | N/A | N/A FOB: Destination |
| 001202 | POP 01-DEC-2006 TO 30-NOV-2007 | N/A | N/A FOB: Destination |
| 0016 | POP 01-DEC-2007 TO 30-NOV-2008 | N/A | N/A FOB: Destination |
| 0016AA | POP 01-DEC-2007 TO 30-NOV-2008 | N/A | N/A FOB: Destination |
| 0016AB | POP 01-DEC-2007 TO 30-NOV-2008 | N/A | N/A FOB: Destination |
| 0016AC | POP 01-DEC-2007 TO 30-NOV-2008 | N/A | N/A FOB: Destination |
| 0016AD | POP 01-DEC-2007 TO 30-NOV-2008 | N/A | N/A FOB: Destination |
| 0016AE | POP 01-DEC-2007 TO 30-NOV-2008 | N/A | N/A FOB: Destination |

| | | | |
|--------|-----------------------------------|-----|-------------------------|
| 0016AF | POP 01-DEC-2007 TO 30-NOV-2008 | N/A | N/A FOB: Destination |
| 0018 | POP 01-DEC-2007 TO 30-NOV-2008 | N/A | N/A FOB: Destination |
| 001801 | POP 01-DEC-2007 TO 30-NOV-2008 | N/A | N/A FOB: Destination |
| 001802 | POP 01-DEC-2007 TO 30-NOV-2008 | N/A | N/A FOB: Destination |
| 0022 | POP 01-DEC-2008 TO 30-NOV-2009 | N/A | N/A FOB: Destination |
| 0022AA | POP 01-DEC-2008 TO 30-NOV-2009 | N/A | N/A FOB: Destination |
| 0022AB | POP 01-DEC-2008 TO 30-NOV-2009 | N/A | N/A FOB: Destination |
| 0022AC | POP 01-DEC-2008 TO 30-NOV-2009 | N/A | N/A FOB: Destination |
| 0022AD | POP 01-DEC-2008 TO 30-NOV-2009 | N/A | N/A FOB: Destination |
| 0022AE | POP 01-DEC-2008 TO 30-NOV-2009 | N/A | N/A FOB: Destination |
| 0022AF | POP 01-DEC-2008 TO 30-NOV-2009 | N/A | N/A FOB: Destination |
| 0024 | POP 01-DEC-2008 TO 30-NOV-2009 | N/A | N/A FOB: Destination |
| 002401 | POP 01-DEC-2008 TO 30-NOV-2009 | N/A | N/A FOB: Destination |
| 002402 | POP 01-DEC-2008 TO 30-NOV-2009 | N/A | N/A FOB: Destination |
| 0028 | POP 01-DEC-2009 TO 30-NOV-2010 | N/A | N/A FOB: Destination |
| 0028AA | POP 01-DEC-2009 TO 30-NOV-2010 | N/A | N/A FOB: Destination |
| 0028AB | POP 01-DEC-2009 TO 30-NOV-2010 | N/A | N/A FOB: Destination |
| 0028AC | POP 01-DEC-2009 TO 01-DEC-2010 | N/A | N/A FOB: Destination |

| | | | |
|--------|-----------------------------------|-----|-------------------------|
| 0028AD | POP 01-DEC-2009 TO 30-NOV-2010 | N/A | N/A FOB: Destination |
| 0028AE | POP 01-DEC-2009 TO 30-NOV-2010 | N/A | N/A FOB: Destination |
| 0028AF | POP 01-DEC-2009 TO 30-NOV-2010 | N/A | N/A FOB: Destination |
| 0030 | POP 01-DEC-2009 TO 30-NOV-2010 | N/A | N/A FOB: Destination |
| 003001 | POP 01-DEC-2009 TO 30-NOV-2010 | N/A | N/A FOB: Destination |
| 003002 | POP 01-DEC-2009 TO 30-NOV-2010 | N/A | N/A FOB: Destination |

ACCOUNTING AND APPROPRIATION DATA

AA: 97X4931 2015 PX161 4532 2585 S49447 PBAC60018
AMOUNT: \$767,132.38
CIN 00000000000000000000000000000000: \$767,132.38

AB: 97X4931 2015 PX161 4532 2585 S49447 PBAC60020
AMOUNT: \$551,368.02
CIN 00000000000000000000000000000000: \$551,368.02

AC: 97X4931 2015 PX161 4532 2585 S49447 PBAC60019
AMOUNT: \$1,257,511.50
CIN 00000000000000000000000000000000: \$1,257,511.50

AD: 97X4931 2015 PX161 4532 2585 S49447 PBAC60029
AMOUNT: \$413,087.64
CIN 00000000000000000000000000000000: \$413,087.64

AE: 97X4931 2015 PX161 4532 2585 S49447 PBAC60034
AMOUNT: \$185,368.54
CIN 00000000000000000000000000000000: \$185,368.54

CLAUSES INCORPORATED BY REFERENCE

| | | |
|----------------|---|----------|
| 52.212-4 | Contract Terms and Conditions--Commercial Items | SEP 2005 |
| 52.243-1 Alt I | Changes--Fixed Price (Aug 1987) - Alternate I | APR 1984 |

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (SEP 2005)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

X ___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I (MAR 1999) to 52.219-5.

___ (iii) Alternate II to (JUNE 2003) 52.219-5.

X ___ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (iii) Alternate II (MAR 2004) of 52.219-6.

___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (iii) Alternate II (MAR 2004) of 52.219-7.

X ___ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2005) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9

___ (iii) Alternate II (OCT 2001) of 52.219-9.

X ___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

X ___ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

X ___ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126).

X ___ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

X ___ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

X ___ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

X ___ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

X ___ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

X ___ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

___ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).

___ (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Jan 2005) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (25) 52.225-5, Trade Agreements (Jan 2005) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (26) 52.225-13, Restrictions on Certain Foreign Purchases (MAR 2005) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

___ (27) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

___ (28) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

____ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

____ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X ____ (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

____ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

____ (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

____ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

____ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

____ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

X ____ (1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

X ____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

X ____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to

litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of the end of the period or performance.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor before the contract expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (SEP 2005)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

___ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

___ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

___ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

___ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

___ 252.225-7001 Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).).

___ 252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).

___ 252.225-7014 Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).

___ 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

___ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (JUN 2005) (----- Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

___ 252.225-7021 Trade Agreements (JUN 2005) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

___ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

___ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

___ 252.225-7036 Buy American Act--Free Trade Agreements--Balance of Payments Program (JUN 2005) (----- Alternate I) (JAN 2005) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

___ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

___ 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

___ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

___ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

___ 252.232-7003 Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).

____ 252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).

X ____ 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

____ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (____ Alternate I) (MAR 2000) (____ Alternate II) (MAR 2000) (____ Alternate III (May 2002).

____ 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

PERFORMANCE WORK STATEMENT

PERFORMANCE WORK STATEMENT

1.0 Introduction/Background

The Pentagon Force Protection Agency's (PFPA) mission is to provide force protection, security and law enforcement operations as required for the people, facilities, infrastructure and other resources at the Pentagon Reservation and for DoD activities and DoD-occupied facilities not under the jurisdiction of a Military Department within the National Capital Region (NCR). This responsibility includes security of the buildings; identification passes; anti-terrorism and force protection; chemical, biological, radiological and nuclear protection and detection; and other key functions. In order to fully respond to the responsibilities of their mission PFPA requires contracted security personnel to provide protection and security to designated locations at the Pentagon and within the NCR.

2.0 General Contract Scope

The contractor shall furnish the necessary management, quality control, supervision, personnel, training, equipment, supplies, and clothing (except as provided by the Government or otherwise specified) to provide fit, trained and professional armed and unarmed security services for the PFPA. Contract Security Officers (CSOs) will be responsible for protecting life and ensuring a safe environment for all personnel including DoD employees, official guests and visitors within the assigned buildings by preventing unauthorized access to facilities; maintaining order at DoD facilities; and, deterring, recording and reporting criminal activity in and around assigned facilities. CSOs are responsible for access control; foot/area patrol; building and grounds security, and safeguarding information and

classified Government materials located at owned, leased or controlled DoD facilities throughout the Pentagon and NCR.

2.1 Program Objectives

2.1.1 Support and Enable PFPA's Mission

Deliver to PFPA the highest quality security services available by providing resources focused on supporting the accomplishment of the PFPA core mission of protection and security for all constituents in PFPA's area of responsibility.

2.1.2 Capitalizing on Industry Best Practices

Recommend and implement industry best practices, standards and innovation while ensuring compliance with DoD, PFPA, federal and state law enforcement regulations and policies. Provide recommendations regarding security weaknesses and vulnerabilities.

2.1.3 Support to Future Needs and Initiatives

Ensure an active and viable partnership with PFPA in anticipating and responding to future security needs and other initiatives that may evolve as a result of changing conditions.

2.2 Personnel

The contractor shall provide fit, trained and certified armed and unarmed Contract Security Personnel at designated sites in accordance with Security Post Matrix (**Exhibit A**). The contractor shall ensure that all security officer personnel who serve on this contract meet the minimum requirements as described in the PFPA Minimum Standards for Contract Security Officers (**Attachment B**). The Government reserves the right to review the resumes, qualification documentation, and certificates of the contractor's employees performing under the contract solely for the purpose of ascertaining their qualifications relative to the personnel qualification terms of the contract. Accordingly, the Contractor shall furnish such information to the Contracting Officer or the COR upon request.

2.2.1 Minimum Qualifications

The following list serves to highlight some of minimums found in **Attachment B, Section 1**.

1. Must be a US citizen.
2. Must be at least 21 years old.
3. Must be a high school/GED graduate.
4. Must have 2 years security services experience.
5. Must be eligible for (successful completion of National Crime Information Center check) and, subsequently issued a DoD building pass DD Form 1466 (application DD Form 2249) prior to working any Pentagon Force Protection Agency (PFPA) contracts.
6. Must be eligible for and, subsequently issued a Secret Level security clearance. Further details are stated in the PFPA Minimum Standards guidance (**Attachment B**). All security officer personnel serving under this contract must be capable of obtaining a Secret Security Clearance. In the event of heightened security conditions the CSOs may have access to classified information (Level will not exceed Secret) in order to perform necessary protection and security activities.

2.2.2 Drugs and Alcohol

All security officers and supervisors shall undergo a pre-employment drug screening examination by a laboratory that is certified by the Substance Abuse Mental Health Service Administration (SAMHSA). Random drug testing

will be required during the performance of this contract. (**Attachment B, Section 2**). This is to ensure a Drug Free Workforce in accordance with DFARS 252.223-7004 and Drug Free Workplace in accordance with FAR 52.223-6

2.2.3 Uniforms and Grooming Standards

The contractor is responsible for ensuring that security personnel follow the uniforms and grooming standards as stated in the PFPA Minimum Standards for Contract Security Officers Selection and Assignment to Pentagon Force Protection Agency (**Attachment B, Sections 3 and 7**) in order to promote professionalism throughout the PFPA law enforcement community and to maintain a safe and orderly working environment.

2.2.4 Training Standards

The contractor shall ensure that all security officer personnel meet and maintain the applicable training standards found in **Attachment B, Section 5**. Certifications and other appropriate proof of training shall be maintained by the contractor and provided to the Contracting Officer or COR upon request. Training is necessary to maintain a professional high quality, qualified workforce.

Initial Training: During the first year of the contract, the Government may require up to forty (40) hours of government furnished training in order to ensure that contractors employees are proficient with the government furnished equipment that they will be required to use in accomplishment of their duties and to ensure that contractor employees are an informed and prepared workforce. Most of this training will be conducted during the first thirty days after contract award.

Annual Training: In addition to the annual training identified in the standards documents, each CSO through the Project Manager and Contractors QC and Training Personnel will be required to attend forty hours per calendar year of Government furnished Training/Briefing.

The contractor is expected to employ personnel with the requisite skills to perform the requirements of this contract. Therefore, the Government will not reimburse those costs associated with the training of contractor personnel in any effort to initially attain requirements of this contract.

Immediately after contract award there will be a transition period of 30 days. During the transition period the contractor shall ensure that all employees are fully trained and qualified in all aspects of the requirements of this work statement and the attached standards documents and are fully qualified to start work on the specified date.

2.2.5 Physical Standards

The contractor shall use the Medical Standards for Contract Security Officers, (**Attachment C**) when determining medical and physical fitness of personnel selected to serve on this contract. The standards are modeled after the Pentagon Police Department standards and, although rigorous, these standards are considered necessary to perform security service duties at the quality level that PFPA requires.

Contract Security Officers (CSO) performing services under this contract must be able to respond to immediate, life threatening, and/or hostile situations. The medical and physical fitness standards will ensure they possess the degree of physical fitness required to fully perform the required tasks. The Contractor must maintain records that certify and document that each employee of the uniformed force meets the requirements in this subsection.

The work under this contract requires frequent and prolonged walking, standing, running, sitting, and stooping as well as occasional lifting and ascending /descending of stairs (average building has minimum of 14 flights). CSOs are responsible for patrolling and performing emergency operations commensurate with their duties on ALL building floors. In addition CSOs may be required to sporadically move and/or carry objects in connection with emergency/security situations (i.e. people, furniture, luggage, fire extinguishers, etc.) From time to time CSOs may be required to subdue violent or potentially violent persons in conjunction with their duties. Possessing good physical and mental stamina is a basic requirement under this contract. All candidates shall undergo a pre-placement

medical examination by a licensed, board-certified medical doctor to ensure the candidate meets the medical standards stated in **Attachment C**.

3.0 Management

3.1 Organizational Information

The contractor shall supply an organizational chart that indicates management and supervisory personnel and the point of contact for each assigned location(s) to allow ease of contact for all concerned. The contractor shall provide copies of the necessary licenses, permits and certifications to the COR prior to commencement of work under the contract so that personnel may receive badges/access to worksites. The contractor shall maintain training and certification files for inspection and review at the Contractors site.

3.2 Management Plan

The Contractor is tasked with implementing, maintaining and updating, as applicable, the Management Plan as proposed, accepted and incorporated into the contract. The Contractor's Management Plan shall delineate the management strategy, implementation of contract management systems, and all management functions involved in supporting, monitoring, and controlling contract operations. The plan shall include appropriate organizational charts and describe the program management functions next to names and positions of management personnel assigned to the contract. The plan is also to provide general policy and procedural guidance for the services to be performed. In general the contract Management Plan should include the following:

- 1) Introduction - overall purpose, scope, and objectives
- 2) Organization
 - (a) Organizational structure
 - (b) Communication and reporting structure within the organization
 - (c) Staff assignments, including key personnel
 - (d) Authority and responsibility of staff
- 3) Management Process
 - (a) If applicable, identify benchmarked methods for the security service industry that the contractor uses.
 - (b) Contractor's standard operating procedures.
- 4) Personnel Management functions to include:
 - (a) Recruitment and retention program and policies
 - (b) Preparation for duty programs, physical exams, drug screening, weapons qualification, CPR, security and background checks, etc.
 - (c) Incentive program for reinforcing positive behavior and performance and/or for changing negative behavior and performance.
 - (d) Continuous training program to ensure that all personnel maintain applicable qualifications and certificates.
 - (e) The contractor's programs to identify superior performance and behavior and the incentive plan to reward and maintain positive performance and behavior.

3.3 Quality Control Plan

The Contractor is tasked with implementing, maintaining and updating the Quality Control Plan (QCP) as proposed, accepted and incorporated into this contract, as applicable. The contractor's QCP shall be implemented to ensure that all security post assignments are met and filled with fully qualified personnel. The QCP shall clearly show how the contractor will resource temporary additional services within a short time frame, as little as four (4) hours notice, while maintaining the integrity and quality of the permanently assigned posts. The QCP must also show how the contractor aims to influence/ensure a positive statistical trend in maintaining quality personnel and in reducing personnel turnover.

At a minimum the Quality Control Plan shall address:

- (1) Quality control program manager roles and responsibilities.

- (2) QC communication and reporting structure within the organization and with the Government appointed COR.
- (3) The plan for deploying additional security personnel of the highest quality in the event of a surge requirement while maintaining the integrity of regular posts.
- (4) Contractor's quality program to identify discrepancies, poor performance, and other unacceptable behavior.
- (5) The process/plan to resolve or modify item (4) identified discrepancies.

3.4 Staffing Plan

The contractor's staffing plan as proposed and accepted shall be incorporated into this contract. The plan is necessary to ensure that all security posts listed in the Security Post Matrix (**Attachment Exhibit A**) and assigned to this contract are met and filled with qualified security officer personnel. As changes occur and additional information becomes available, the contractor is responsible for correcting and changing the information contained in the previous staffing plan and rosters of personnel serving on the contract and for submitting the current information to the COR.

3.5 Key Personnel

Key personnel are designated as follows: program manager, quality control manager, and supervisor(s). The Contractor shall submit a resume for each of its key personnel with the technical proposal in accordance with section L of the solicitation. The desired minimum qualifications for education and experience are set forth below:

Program Manager. Responsibilities include overseeing the contract. Duties include monitoring and controlling schedules and quality control, assigning personnel consistent with contract requirements, understanding and assuring compliance with all minimum standards and all applicable or relevant and appropriate requirements including Federal and state requirements and performing as the Contractor's chief representative. The qualified individual for this position should have, as a minimum:

- (1) Undergraduate or higher degree in management, business, security or a law enforcement related field.
- (2) Five years experience managing or overseeing contracts to provide security officer services to various locations and multiple facilities and to provide surge response to heightened security conditions or for special events.
- (3) A minimum of three years as a senior manager working with security service providers.
- (4) Must be an employee of the prime contractor.

Quality Control (QC) Manager. Responsibilities include developing, maintaining, and enforcing the contractor's QC program. The qualified individual for this position should have as a minimum:

- (1) Undergraduate degree or higher in management, business operations, security or law enforcement related field.
- (2) 3 years of QC experience in managing similar contracts of comparable size and complexity.
- (3) Must be an employee of the prime contractor.

Security Officer Supervisor

Responsibilities include serving as the supervisor for the contract security officers at a facility or several facilities. Will conduct shift in/out briefings. Will serve as the immediate POC for contract security officers and first level liaison between Government and contract security officers.

- (1) High School graduate, undergraduate degree preferred.
- (2) Minimum seven years law enforcement/security officer experience showing a successful history of increasing levels of responsibility.

(The Key Personnel List will be finalized upon award. See Section L for proposal instructions regarding identification of Key Personnel.)

3.6 Communication

The contractor shall provide a communication plan or flow chart with narrative explanation delineating the firm's communication plan, to show how corporate objectives are communicated (i.e. the flow from the top down) as well as how employee concerns are communicated, reviewed and raised to the appropriate level (i.e. the flow from the bottom up). Include in the discussion the avenue(s) for resolution of personnel issues. Indicate how the QC manager/function operates in the plan. Implementation of this plan should help ensure that contractor and government personnel are addressing concerns, issues, and kudos to the right person at the appropriate level for action.

3.7 Reports

The contractor is responsible for submitting a monthly progress report. The report will discuss the overall contract status to include; staffing; training; challenges, the actions taken, and the results of the actions; upcoming events; issues; concerns; and highlights of the previous month. The discussion on training should include the type of training, the location, number and or list of personnel who attended, and if the training resulted in updated or renewed certifications for personnel in attendance. Additionally, the report should include other information that the contractor deems appropriate or that the COR, the Contracting Officer and the contractor have agreed upon. The report shall be submitted via electronic means either as a .doc file or a .PDF file with a paper copy to the COR.

4.0 Meetings

4.1 Kickoff Meeting

The contractor is responsible for scheduling and conducting a kickoff meeting within ten working days of award of the contract. The purpose of the kickoff meeting is to begin a dialogue and partnering attitude that will continue throughout the period of performance of this contract. At a minimum the agenda should include; introduction of contractor and government key personnel; transition items of concern with input from the contractor and the government; communication flow expectations; the schedule and venue for future monthly meetings and other topics as appropriate. Minutes of the meeting will be developed by the contractor and sent to the COR for comments and/or additions. Final minutes will be distributed to meeting attendees and a copy should be sent to the Contracting Officer for inclusion in the contract file.

4.2 Monthly Progress Meetings

The contractor Program Manager and other appropriate staff will meet monthly with the Government/PFPA team to discuss concerns and matters that may impact contract performance. The monthly meeting schedule and location shall be mutually agreed upon during the initial kickoff meeting. During the progress meetings the Contractor shall provide insight into potential difficulties and on any upcoming contractor initiatives to enhance or maintain the qualifications of security personnel working on this contract. The monthly meeting shall be the venue for government personnel to discuss new policy, new or updated training requirements or other pertinent topics to include upcoming events that may have an impact on the performance of this contract. The Contractor is responsible for developing meeting minutes to document topics discussed and action items identified during the meeting and to provide the minutes to the COR within 48 hours after the meeting. The COR shall review the minutes, provide comments for incorporation within one week of receipt of the minutes. After incorporation of the comments the Contractor shall distribute the minutes to all attendees of the progress meeting. Distribution of the minutes shall be via email attachment as a .doc or .PDF attachment and shall include a copy to the Contracting Officer.

4.3 Technical Operations

On a weekly basis, the contractor shall provide the COR an updated schedule and a staffing plan for each facility within the geographic location, the staffing plan should include a personnel roster to delineate the staffing of the assigned posts for day-to day operations.

4.4 Assigned Posts

The contractor is responsible for the security posts as shown on the Security Post Matrix (Attachment Exhibit A) at the Pentagon Reservation and DoD-occupied facilities within the NCR. The contractor is only responsible for the posts covered by this contract as designated in the description in paragraph 1.0 of the Performance Work Statement.

PFPA reserves the right to change the physical locations of posts and/or to modify the size of the security force. The government intends to give a minimum of 48 hours notice to the Contractor when a permanent or long-term (more than one month) change to posts is planned. All changes to post hours and locations will be provided to the contractor by the COR via the Contracting Officer.

4.5 Critical Needs

Due to the critical needs of the Department of Defense, the contractor must be able to provide additional trained personnel as needed on emergencies and for special events with as little as 4 hours notice in order to provide additional security and protection to the assigned facilities. The contractor must be able to occasionally alter scheduled start and stop times to meet critical security needs. All changes to individual post orders will be provided to the contractor by the COR via the Contracting Officer.

5.0 Contract Security Officer Responsibilities

5.1 Operational Responsibilities

5.1.1 Provide access control to all designated DoD controlled facilities.

5.1.2 Conduct personnel, package and vehicle inspections as authorized by law and described in applicable General and Post Orders. PFPA will provide the following equipment that shall be utilized by trained qualified operators for inspections:

- a) Metal detection equipment (both stand-alone walk-through units and hand-held units)
- b) X-ray equipment (both stationary and portable)
- c) Closed Circuit Televisions Monitors (CCTV)
- d) Automated Access Control Systems (AACS)
- e) Intrusion Detection Systems (IDS)
- f) Fire, smoke, heat and environmental alarm detection systems
- g) Explosive detection, radiation and chemical detection systems
- h) Duress alarms
- i) Radio and telephone communications equipment

5.1.2 The contractor shall ensure all contract personnel are fully trained and understand operational procedures pertaining to equipment provided by PFPA and can properly use equipment in performance of assigned duties. The Government will provide the initial training during the transition/start-up period; employees hired after the transition period will be trained by experienced contractor personnel. The Government will provide the contractor with all applicable manuals and technical information pertaining to the operation of technical PFPA furnished equipment. All operational or procedural deficiencies discovered during operation shall be immediately brought to the attention of PFPA for correction.

5.1.3 Detect, prevent, detain and arrest as authorized by Virginia state laws and the statutes of the local jurisdiction, any person(s) attempting to gain, or having gained unauthorized access, or committing criminal violations of law pertaining to DoD controlled property and persons. PFPA will provide information at the Kick-off meeting regarding any limitations on exercise of specific authority.

5.1.4 Monitor building occupants and visitors to ensure they comply with applicable laws and DoD Directives. Report and thoroughly document non-compliance with DoD rules and regulations, and take appropriate actions to enforce the orders.

5.1.5 Conduct preliminary investigations and document incidents and complaints occurring in the presence of the CSOs pending the arrival of PPD or other federal or local law enforcement. CSOs will provide the responding PFPA, local law enforcement and emergency personnel with preliminary investigation results and notes upon their arrival at the scene.

5.1.6 Detect and report potentially hazardous conditions in buildings and patrolled areas; report items in need of repair such as inoperative locks, water and gas leaks, slippery floor surfaces or any other potentially dangerous situation. These matters shall be immediately reported to the proper building management personnel and followed-up with written reports and security log entries. Whenever, hazardous conditions are discovered, the contractor shall make every reasonable effort to immediately warn the public of these conditions by placing traffic cones, warning signs, blockades, security tapes and other warning signs, as needed at the site.

5.1.7 Provide roving patrols for monitoring security and building safety, including relief personnel to ensure assigned fixed and roving posts are covered at all times.

5.1.8 Conduct operational hours and after-hours building and area security checks to ensure the protection and security of DoD personnel, official information and detect, prevent and report fire and other safety hazards.

5.1.9 Direct vehicular and pedestrian traffic; control access at DOD parking areas; issue and/or request traffic violation notices as specified in General and Post Orders. Post Orders will be provided upon contract award.

5.1.10 Provide information and assistance to authorized visitors, guests and DOD employees. Also, provide escorts for individuals in possession of items that require protection for which the safety of the individual and property is of concern.

5.1.11 Receive, issue, and account for all security keys, access cards, and locks issued to Contract Security Officers for access to DoD buildings, offices, gates, and any other secure or restricted areas requiring key access. All keys, locks and access cards remain property of the Government and shall not be duplicated or removed from the post or facility. Should the security of keys, ID's, Access Cards, or lock systems be compromised by the actions of the contractor and/or his employees, the contractor shall be responsible for all costs of those compromised items as replaced in total or in part by the Government, as deemed necessary by the COR.

5.2 Special Operational Responsibilities

5.2.1 Respond to security alerts or life-threatening situations such as medical alerts, fire alarms, suspected or actual criminal violations and any other life-threatening situations.

5.2.2 Provide appropriate security presence during special events and emergency situations to protect DoD facilities, employees, properties, visiting dignitaries, or official guests of the United States. Security support shall also be provided during investigations pertaining to violations of Federal, State, and local laws that appear to pose threats to the security and safety of personnel in the facilities.

5.3 Administrative Responsibilities

5.3.1 Maintain a written, 24-hour duty log of activities or incidents that require action at all stations or posts. The contractor shall prepare additional and separate reports pertaining to accidents, injuries, fires, bomb threats, security violations and all other unlawful acts or any other unusual incidents or events using the PFPA prescribed forms and formats.

5.3.2 Ensure all reports and other documents (e.g. Event Reports, Logs, Accident Reports and Reports of Investigation (ROIs)) are written clearly, legibly and accurately.

6.0 Constraints

6.1 Regulations, Policies, and other Guidance.

The contractor shall comply with and enforce all General, Post, Supervisory and Special Orders, Circulars, Policies, Procedures and/or Regulations issued by the Pentagon Force Protection Agency as provided upon contract award. Additionally, the contractor shall comply with all labor standards, including the Service Contract Act and Collective Bargaining Agreements, as well as local, county, state, and federal laws.

6.2 Personnel and Facility Secret Clearances

A "Secret" Security clearance is required for all personnel performing services under this contract. Contractors will be responsible for processing their employees for the required clearances in accordance with the Industrial Security Manual (DOD 5220.22m) and ensuring that no employee is assigned to work at a PFPA facility without the appropriate clearance. CSOs providing protection to facilities under the control of the PFPA shall be briefed on recognition, handling, and storage procedures pertaining to classified information. When PFPA receives relevant threat information regarding areas patrolled by contract personnel, the CSO can expect to receive classified (maximum of Secret) briefings pertaining to, but not limited to: potential and actual threats, possible method of attack, identification of potential perpetrators, counter-measures such as surveillance, special operations, evacuation procedures, locations and the identification of key US Government High Risk Personnel (HRPs). Classified information and material provided to the contract personnel is specifically and solely designed to enhance contractor's ability to conduct security operations and shall not be shared outside official channels.

The Department of Defense (DoD), Defense Industrial Security Clearance Office (DISCO) will provide security clearances for contract personnel. Contractor employees granted clearances are subject to a security check by the Government prior to being allowed to work at the site. This requirement also pertains to Contract Management Officers of the firm, who, for any reason may visit the work site(s) during the term of the contract.

The Government shall notify the Contractor of the relevant and prevailing security classification of this contract. The Government shall also immediately notify the contractor of any subsequent revisions to the security classification by use of the DoD Contract Security Classification Specification (DD Form 254).

The Government will provide the contractor with the appropriate personnel security questionnaire and fingerprint forms that should be completed for each contract personnel performing services under this contract.

Contract personnel assigned to work under this contract shall be granted appropriate security clearances pursuant to the requirements set out in the Defense Industrial Security Regulations or other applicable regulations.

The contractor shall hold, at a minimum, an interim secret facility clearance as granted by DISCO prior to the RFP closing date. PFPA will not sponsor potential offerors for DISCO Security Clearances.

The contractor shall comply with the provisions of the Industrial Security Manual (ISM) DoD 5220.22M including all changes pertaining to the Safeguarding of Classified Information. Copies of the ISM may be obtained from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402.

Security clearance application forms required for DoD personnel security clearances shall be obtained from DISCO. All applicable forms provided by the contractor must be legible, accurate and complete. The contractor shall notify the COR, in writing, within five (5) calendar days of receipt of authorization for employees to be assigned to classified areas. Within thirty (30) days of contract start up, the contractor will prepare and forward the COR a legible and complete DD Form 2249 (DoD Building Pass Request) for each contract employee requiring access to the Pentagon and other locations within the NCR to obtain a Pentagon and NCR Building Pass (DD Form 1466).

The contents of the DD Form 2249 will be used to conduct a criminal record background investigation of the applicant prior to issuance of the DD Form 1466 (Badge).

6.3 Contractor Files and Records

The contractor shall maintain current and accurate administrative and training files detailing the contractor's operations pertaining to this contract. At a minimum, the files shall include personnel information pertaining to all employees furnished under the contract. The files shall contain contract employee's name, date of birth, Social Security number, home address, and home telephone number. Employee information shall also include points of contact to be notified in case of emergency, a recent color photograph of the employee, records of all training, test scores, examinations, the annually completed Lautenberg Form, copies of all complaints filed against the employee and subsequent, investigations, commendations and all records required by Industrial Security Manual relative to the affected employee. The contractor shall maintain these files for a period of six (6) years and three (3) months after final payment (FAR/DFAR).

6.4 Personnel Terminations

The contractor shall immediately notify the COR upon termination of any person assigned to work under this contract. The details of the termination, including a full identification of the affected employee shall be provided to the COR in writing, within three (3) business days after the termination along with any PFPA issued ID, Badges, or equipment. The written report will include a full summary of the reason for the termination and any possible negative impact to the Government or PFPA specifically resulting from the terminated employee's actions causing the termination, either operationally or media related. The report will also list any items of equipment seized from the affected employee. A copy of any applicable security log shall be attached to the written report detailing the applicable actions committed by the contractor's personnel causing the termination.

6.5 Licenses.

The Contractor shall obtain and maintain throughout the terms of the contract all required armed CSO licensing for the jurisdiction in which performance is required. For this contract, licenses should be obtained in accordance with the requirements of the Commonwealth of Virginia. Licenses and permits to carry/possess a weapon shall be obtained in all-permanent jurisdictions.

7.0. Government Furnished Equipment

The Government will furnish the following equipment for use by the Contract Security Officers while on duty at the various locations. All equipment listed is not available at all locations. The supervisor shall ascertain that all equipment is in working condition at the beginning of each shift. Loss or damage of equipment should be reported to the security officer's supervisor. The supervisor shall report the loss or damage to the COR.

A. Electrical and mechanical equipment where installed, such as alarms and surveillance systems, communications equipment, CCTV, X-Ray machine, stand alone metal detectors, hand-held metal detectors, undercarriage mirrors, clearing barrels and ballistic blankets, including written operating procedures and instructions. The government will supply all clearing barrels and provide appropriate areas for cleaning of approved contractor owned weapons and ammunition. Space for contractor owned/GSA approved Class 5 weapons security containers will be provided by the government.

B. Officers Duty Book, including all relevant information required.

C. Telephones deemed necessary by the government for the conduct of official government business under the contract.

D. CSO office, locker space, locker and office equipment, excluding office machines.

E. All administrative forms prescribed for use by the contractor's employees.

F. Classroom for on-site-training, of personnel employed by the contractor, for the purpose of their understanding and operating all fire alarm systems, or devices and emergency operating procedures.

G. Building utilities and services will be afforded the contractor in accordance with established DOD operational procedures. This includes the use of concessions facilities, when open, restrooms and the use of medical facilities when available for emergency purposes.

H. PFPA hand-held radios for some rover/patrol positions. The Government will provide radios in locations deemed appropriate. The Government will not provide radios in all areas. Government supplied radios operating on the Government network are for emergency use only.

J. CBRN protective equipment and clothing.

K. Keys, and Access cards as deemed necessary by the Government.

L. PFPA approved CSO shoulder patches.

8.0 Applicable Directives

8.1 Attachment B. Minimum Standards for Contract Security Officers.

8.2 Attachment C. Medical Standards for Contract Security Officers.

9.0 Critical Tasks, Standards, Metrics and Incentives Matrix

| Security Services | Service Delivery | Schedule | | |
|---|--|-------------------|--|--|
| Critical Task | Standard | Metric | Surveillance Method | Incentives/De-Incentives |
| 1. The contractor shall staff all required posts with a fully qualified contract security officer who meets all applicable standards. | Ensure that PFPA's mission of providing protection and security of assigned facilities and personnel is fully accomplished | 100% of the time. | Review of daily Contract Security Officer Duty Registers, weekly quality control reports, PFPA COR and customer observation. | (1) Payment Deduction (2) Interim negative CPARS evaluation, (3) Government may not extend next contract option period. See * Schedule of Deductions Information below. Positive or negative semi-annual CPARS ratings/evaluations of contractor's performance. |
| 2. Security Officers on duty must be properly equipped, | Ensure professionalism, competence and promptness in the daily | 100% of the time. | Observation by COR, feedback and comments from building Security Managers, occupants, | Discrepancies in this task essentially render a post un-staffed and the incentives |

| Security Services | Service Delivery | Schedule | | |
|--|---|--|--|--|
| Critical Task | Standard | Metric | Surveillance Method | Incentives/De-Incentives |
| alert and attentive to their assigned duties at all times | execution of duties of the assigned post and to ensure the protection and security of the occupants, equipment and materials of the assigned facility. | | visitors and others including PFPA and WHS personnel, contractor QC reports/checks, customer surveys and complaints. | shall be the same as the incentives for Critical Task one (1). Positive or negative semi-annual CPARS ratings/evaluations of contractor's performance. |
| 3. The contractor shall implement and maintain its quality control plan/program as accepted by the Government and incorporated into the contract upon award. | To ensure and maintain the standards and quality of services required under this contract and to ensure that all posts are appropriately staffed at all times with the highest quality, qualified, professional security personnel. | 100% of the time throughout the period of performance of the contract. | The COR and alternate COR will conduct random inspections and reviews of quality related programs and training initiatives, covered by the quality control plan. | Positive or negative semi-annual CPARS ratings/evaluations in the area of contract management. |
| 4. Produce high quality daily logs and event reports that provide an accurate chronological record of events and to document conditions that may warrant realignment of posts, duties and identify security issues | Reports must be accurate, complete, concise, and legible and must contain detailed descriptions of all events and actions that occur during the shift as required per contract, SOP, Post Order and other applicable directives. | Accurate, complete, concise, and legible reports available upon request. | Subjective assessment of the quality of the reports/logs by shift managers/supervisors and the COR. | Positive or negative semi-annual CPARS ratings/evaluations of contractor's performance. |

| Security Services | Service Delivery | Schedule | | |
|---|---|--|--|--|
| Critical Task | Standard | Metric | Surveillance Method | Incentives/De-Incentives |
| of concern. | | | | |
| 5. Respond to the requirement for additional security personnel within the required time frame while maintaining the integrity of the regular posts at all assigned locations | Assist with PFPA's protection and security mission during special events or under heightened security conditions. | Fully qualified and appropriately equipped personnel reporting for duty. No discrepancies in staffing of assigned posts; no personnel working hours in excess of the acceptable standards as stated in the <u>Minimum Standards Attachment B</u> | Duty logs review, Contractors QC and PFPA QA activities. | Positive or negative semi-annual CPARS ratings/evaluations of contractor's performance regarding additional support and surge response capability. |

***Schedule of Deductions and Incentives for Critical Tasks 1, 2, and 3.**

1st Incident: Documentation of the first un-staffed post during the period of performance (POP) will result in the deduction of one full week (seven days) payment for an average post in that facility. The amount will be calculated by using the contractor's price proposal for the relevant facility and dividing that figure by 52 (weeks per year), then dividing by the number of posts at the relevant facility to determine the weekly charge for one post.

2nd Incident: Penalty same as for 1st incident PLUS the documentation of the second or an additional un-staffed post will result in an interim unsatisfactory evaluation report entered in the CPARS contractor evaluation system.

More than 2 Incidents: Deduction is the same as for the 1st incident PLUS the documentation of more than two un-staffed post discrepancies during the POP will result in the contractor not receiving an extension of the option to continue performance of the contract.

NOTE: Each identified incident will result in monetary deductions. Discrepancies of this nature may result in the issuance of a "show cause" letter to the contractor regarding continuation of the services.

Award Term Determination:

Bi-annual CPARS evaluations will be entered into the CPARS system. All critical task evaluations collected and documented during the prior six months of the performance period will be used to develop and support the CPARS

interim evaluation. Further, the evaluations will be used to support documentation to the contract file regarding the recommendation to add or delete the next available option period for this contract. The contractor is encouraged to submit a quarterly self-assessment report to the contracting officer that discusses successes, challenges, innovations, problem resolution; solutions and initiatives identified during the execution of the contract requirements. Contractor self-assessment information MAY be considered in support of CPARS evaluations.


Only contractor(s) with superior performance evaluation ratings may receive additional award term option periods. In accordance with the FAR, 52.217-9 the Government reserves the right to exercise options.

The first award term evaluation cutoff will occur at the end of the sixth month of first option period. The Government has 60 days after this date to complete the evaluation and issue the award term determination.


The second award term evaluation cutoff will occur at the end of the sixth month of the second option period. The Government has 60 days after this date to complete the evaluation and issue the award term determination.

ATTACHMENT A LOCATION 4

(b)(2)



(b)(2)



(b)(2)



LEGAL PUBLIC HOLIDAYS

The following are the legal public holidays that will be honored during the performance of this contract:

| | | |
|---------------|------------------------------|-----------------------|
| New Years Day | Martin Luther King' Birthday | Washington's Birthday |
| Memorial Day | Independence Day | Labor Day |
| Columbus Day | Veteran's Day | Thanksgiving Day |
| Christmas Day | Inauguration Day* | |

*Inauguration Day is only a holiday if deemed a holiday for Federal Government employees.

INVOICING INSTRUCTIONS

- a. The contractor shall invoice on a monthly basis for the services provided.
- b. The Original Copy of the contractor's invoice attached to a DD 250 for services performed under this contract shall be submitted to the Contracting Office for tracking purposes at the address listed below:

WHS, Acquisition and Procurement Office
ATTN: Anissa Burley/Donna Truesdel
1155 Defense Pentagon
Rosslyn Plaza North, Suite 12063
Washington, DC 20301-1155

anissa.burley@whs.mil and donna.truesdel@whs.mil

- c. One Copy of the invoice, all back-up documentation attached to a DD 250 shall be submitted to the Contracting Officer's Representative for review and acceptance at the address listed below:

To Be Determined at time of Award

The contractor shall complete the DD Form 250 and attach as a cover sheet to each invoice submitted for payment.

CONTRACT TYPE

This is a requirement for commercial security services as described by NAICS 561612. The Government intends to award a firm fixed price contract for these services. The resulting contract will be for a base period and two 12-month option periods and with the opportunity for the contractor to earn two additional 12-month Award Term Option periods as a result of superior performance ratings on bi-annual Contract Performance Assessment Ratings (CPARS).

INSURANCE REQUIREMENTS

In accordance with 28.307-2 – Liability, the contractor shall provide the following insurance:

- (a) *Workers' compensation and employer's liability.* Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers. (See 28.305(c) for treatment of contracts subject to the Defense Base Act.)
- (b) *General liability.*
 - (1) The contracting officer shall require bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.
 - (2) Property damage liability insurance shall be required only in special circumstances as determined by the agency.

Proof of the above coverage shall be furnished to the Contracting Officer prior to the start of contract performance.

LIST OF ATTACHMENTS AND EXHIBITS
List of Attachments and Exhibits

| <u>DOCUMENT</u> | <u>DESCRIPTION</u> |
|-----------------|---|
| Attachment A | Post Matrix |
| Attachment B | Minimum Standards for Contract Security Officer Personnel |
| Attachment C | Medical Standards |
| Attachment D | DD 254 |
| | Collective Bargaining Agreements and Addendums |